APPOINTMENT OF A DIRECT CUSTOMS AGENT

We are required by **HM Revenue and Customs** to hold written confirmation that we are acting as your direct Customs Agent in relation to declarations made on your behalf. This means that any import or export declarations submitted on your behalf are prepared in accordance with Clause 21 of the Taxation (Cross Border Trade) Act 2018 and all subsequent regulations. You are responsible for the information provided and will be liable for any customs debt or penalties arising from the declaration(s).

Kindly complete, sign this form and send back to us. By e-mail to: penguin@penguin-shipping.co.uk, fax to: 01794 830838 or mail to: 1st Penguin Shipping Ltd., Unit 6 Belbins Business Park, Cupernham Lane, Romsey SO51 7JF I (full name) being *check one (1) box below: **PENGUIN SHIPPING** □ a private importer/exporter * Unit 6 **Belbins Business Park** a sole trader* Cupernham Lane Romsey or having authority to sign on behalf of a Company or business* Hants SO51 7JF Tel: 01794 830555 Full Company name (if applicable): Fax: 01794 830838 E-mail:penguin@penguin-shipping.co.uk Trading Style if different to above, i.e. trading as: ____ hereby appoint 1st Penguin Shipping Ltd., to act in the capacity of a Direct Customs Agent. I/We understand that the appointment remains in force from the date signed until revoked by the sole trader, private importer or company, mentioned above. I/We accept that all business is transacted in accordance with the Company's Standard Trading Conditions (Current Edition). The latest edition is included with this form for your information and form part of the contract. We also understand and accept the Company's Privacy Policy (see statement below). Signed: Address: Post Code: City/Town: _____ E-Mail address: Contact Telephone No.____ If you are a VAT Registered Trader and wish to use VAT Postponed Accounting***, please tick this box

GENERAL DATA PROTECTION REGULATIONS (GDPR)
PRIVACY STATEMENT

We undertake to keep securely information we have on file about our Customers, Suppliers, Sub-contractors, Employees or any other persons or Companies with whom we contract. We will not share this information with any other parties other than in the process of handling Customs clearance formalities, freight forwarding or any other services we carry out on your behalf in accordance with our Terms and Conditions of business.

Please visit our website www.penguin-shipping.co.uk





** Economic Operators Registration and Identification Number (for VAT or NON-VAT registered Traders)

*** For full details see https://www.gov.uk/guidance/check-when-you-can-account-for-import-vat-on-your-vat-return

Registered Office: 3000a Parkway, Whiteley, Fareham, Hampshire PO15 7FX
Registered in England No. 3382555
All business transacted under the Company's Standard Trading Conditions



BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) - STANDARD TRADING CONDITIONS 2021 (ENGLAND) EDITION

BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTRANCES AND THOSE WHICH LIMIT TIME AND THOSE WHICH LIMIT TIME AND THOSE WHICH DEAL WHITE CONDITIONS OF ISSUING EFFECTIVE GOODS INSURANCE BEING CLAUSES 7, 8, 10, 11(4) and 11(8) 12-14 INCLUSIVE, 18-20 INCLUSIVE, AND 24-27 INCLUSIVE. THE CUSTOMER'S ATTENTION IS ALSO DRAWN TO CLAUSE 28 WHICH PERMITS ARBITRATION IN CERTAIN CIRCUMSTANCES

All headings are indicative and do not form part of these co

DEFINITIONS AND APPLICATION

"Direct Customs Agent"

the BIFA member trading under these conditions
the Person to whom the goods are consigned
any Person at whose request or on whose behalf the Company undertakes any
business or provides advice, information or services
the Company acting in the name of and on behalf of the Customer and/or Owner
with H.M. Revenue and Customs ("HMRC") as defined by the Taxation (Cross
Border Trade) Act 2018, Clause 21.1(a), or as amended
the cargo to which any business under these conditions relates
natural person(s) or any body or bodies corporate
the London Maritime Arbitrators Association
are Special Drawing Rights as defined by the International Monetary Fund
packing case, pallets, container, trailer, tanker, or any other device used whatsoever
for and in connection with the carriage of Goods by land, sea or air
the Owner of the Goods or Transport Unit and any other Person who is or may
become interested in them "Person"
"LMAA"
"SDR"
"Transport Unit"

2(A) Subject to sub-paragraph (B) below, all and any activities of the Company in the course of business, whether grafultous or not, are undertaken subject to these conditions.
(B) If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that section and or full any extent and no further.

The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.

SOMPANY
Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.

The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions. (B)

When the Company contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to full the Customer is instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise. The Company shall, within 14 days notice given by the Customer, provide evidence of any contract enterad into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

(B)

In all and any dealings with HMRC, for and on behalf of the UK established Customer and/or Owner, the Company is deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer (Principal) as their 'Direct Agent'.

8(A) Subject to sub-clause (B) below,

Outpick as survivalence (a) years, it is consistent of the Company from the Customer and/or Owner on any account whatsoreur, whether relating to Goods belonging to it reviewes provided by or on behalf of the Company to the Customer or Owner. Storage charges shall confinue to accuse on any Goods detained under lier; shall be entitled, on at least 21 days reduce in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such

sums; shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or

documents.

When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

The Company shall be entitled to retain and be paid all brokerages, commissions, allowand customarily retained by, or paid to, freight forwarders.

customarily retained by, of paid to, reight notwerned to take delivery at the appointed time and place when and where the company is entitled to deliver, the Company hall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Dwiner, whereupon the Company's liability in respect of the Goods, or that bard thereof, stored as a divestion of the control and stored as a foresterned and the control of the control and the control of the control of the failure to the delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):

- after at least 21 days notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and

(i) without prior notice, any Goods which have perished, debriorated, or aftered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contrave any applicable laws or regulations.

11(A) No insurance will be effected except pursuant to and in accordance with clearly stated instructions given in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the Goods, but may declare it on any open or general policy held by the Company.
(8) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of fability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 41.

12(A) Except under special arrangements previously made in writing by an officer of the Company so authorized, or made pursuant to or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not finited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

(8) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, or receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such height, duties, charges, dues, or other expenses.

(C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any evert, the Company's flability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A) (ii) of these conditions.

Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information no to any third parties. 13

Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thie datactive nature or otherwise including, but not limited to buildin, currency, securities, precious stones, swellery, valuables, ratiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, however arising.

Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods by harbour or encourage vernified or other peats, nor with Goods liable to tain or affect other Goods. If such Goods are accepted pursuant to a septicial arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health the Company shall, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the experse of the Customer.

Where there is a choice of retes according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised as referred to in clause 20(D).

THE CUSTOMER

17 (A) The Customer warrants:

(i) that the following (furnished by on or behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited by, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo litera), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and

that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose; that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods. That where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon:

thereon; that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes the Company to deal with or handle Goode of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other peets, or Goods liable to teal to reaffect other goods, whether declared to the Company or not, he shall be liable for all or offer or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatbeever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

The Customer undertakes that no claim shall be made against any director, servant, or employee of the Com imposes, or attempts to impose, upon them any liability in connection with any services which are the subjected conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all con-thereof.

The Customer shall save harmless and keep the Company indemnified from and against all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposts and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer, instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the Customer, without derogation from sub-fostiace (A) above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party.

all claims, costs and demands whatsoever and by whomosever made or preferred, in excess of the liability of the Company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the Presch of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents; any claims of a general average nature which may be made on the Company.

(B)

(C)

(D) any claims of a general average nature which may be made on the Company is critical to the operation of the Company's business and its performance of its obligations to the Customer Accordingly the Customer shall pay to the Company's business and its performance of its obligations to the Customer Accordingly the Customer shall pay to the Company in can, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Time is of the essence of payment of all and any sums payable by the Customer to Company.
 (a) Any and all other sums properly earned by andier otherwise due to the Company (but which, but for this clause 21(8), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwises observed in the customer, whether by virtue of an agreed credit period or otherwises observed in the customer whether by virtue of an agreed credit period or otherwises of the Customer from the Customer from any liability under 21(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above by the Gompany shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above by the Gompany shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above by the Gompany and Customer.
 (D) The Late Paymert of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the

LIABILITY AND LIMITATION

23 The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused

by-strike, lock-out, shoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or any cause or event which the Company is unable to avoid, and the consequences of which the company is unable to prevert by the exercise of reasonable diligence.

Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.

accepts no responsently with regard to any failure to acrore to agreed departure or armar dates or scoops.

26(A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below, the Company's liability howsoever arising and, notwithstanding that the cause of loss or demage be unexplained, shall not exceed:

(i) in the case of claims for loss or damage to Goods.

(a) the value of the 25 case age, or all the company of the

(a) the loss incurred, or
(b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error

widor omission.

whichever shall be the lesser

For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, shipped. The value of She Shall be calculated as at the date when the claim is received by the Company in writing, shipped the value was considered to clause 2(B) above and sub-clause (D) below, the Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under Clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant contract.

(C) Save in respect of such loss or damage as is referred to at sub-clause (B), and subject to clause 2(B) above and sub-clause (D) below, the Company shall not in any circumstances whatever we liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.

(D) on clearly stated instructions in whiting declaring the commondy and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

Company is additional charges will be provided upon interpreta27(A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer, or which the
Company has undertaken to provide, shall be made in writing and notified to the Company within 14 days of the date upon
which the Customer became, or ought reasonably to have become, water of any event or occurrence alleged to give rise
to such claim, and any claim not made and notified as a forestead shall be deemed to be varied and absolutely beared,
except where the Customer control to the company with this time limit, and that he has made
except where the company possible for limit to do.

(B) Notwithstanding the provisions of sub-prairageth (A) above, the Company shall in any event be discharged of all liability
whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has
undertaken to provide, unless said be brought and written notice thereof given to the Company within nine months from
the date of the event or occurrence alleged to give rise to a cause of action against the Company, within nine months from

28(A) These conditions and any act or contract to which they apply shall be governed by English law.
(B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) below, be subject to the exclusive jurisdiction of the English courts.
(C) Notwithstanding (B) above, the Company is entitled to require any dispute to be determined by arbitration.
(D) The Company may exercise its rights under (C) above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Customer requiring a dispute to be determined by arbitration.
(E) In the event that the Company exercises its rights under (C) above, the corresponding arbitration shall be conducted as follows:

follows:

(i) Where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings.

(ii) Where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings:

(iii) In any case where neither of the LMAA Procedures referred to in (i) and/or (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration